

AGREEMENT
BETWEEN
BOARD OF EDUCATION OF THE BOROUGH OF MENDHAM
AND
MENDHAM BOROUGH ASSISTANT TEACHER
ASSOCIATION

July 1, 1995 to June 30, 1997

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Preamble

The Board of Education of the Borough of Mendham in the County of Morris, New Jersey, a body corporate of the State of New Jersey; hereinafter called the "Board"; and the Mendham Borough Assistant Teacher Association, the representative for collective negotiations concerning terms and conditions of employment for all Teacher Assistants of the Mendham Borough Schools (Regional Day School), hereinafter called the "Association"; and whose members are called "Teacher Assistants."

Article I

Salary Schedule

1995-1996

Level (Step) I, 0-2 years experience = \$12.69 per hour.

Level (Step) II, 3-5 years experience = \$13.64 per hour.

Level (Step) III, 6-10 years experience = \$14.59 per hour.

Level (Step) IV, 11+ years experience = \$15.60 per hour.

1996-1997

Level (Step) I, 0-2 years experience = \$13.14 per hour.

Level (Step) II, 3-5 years experience = \$14.12 per hour.

Level (Step) III, 6-10 years experience = \$15.10 per hour.

Level (Step) IV 11+ years experience = \$16.15 per hour.

To move from Step I to Step II, an employee must have three complete years of experience.

To move from Step II to Step III, an employee must have six complete years of experience. To

move from Step III to Step IV, an employee must have eleven complete years of experience.

Article II

Hospitalization and Dental Insurance

1. The Board will continue to provide fully paid health insurance for full time employees and their families under the State Health Benefits Plan.

2. The Board agrees to provide a Dental Plan for full time employees and their eligible dependents. Such Dental Plan will be administered by the New Jersey Dental Service Plan and provide a usual and customary schedule, no deductible, 100% preventive, 80% basic, and 50% major services.

Article III

Review of Administrative Decisions

Each unit member, group of unit members, or the Association has the right to appeal the application of policies and administrative decision affecting the terms and conditions of employment. They shall be assured freedom from restraint, coercion, discrimination, or reprisal in presenting their appeal. They shall have the right to present their own appeal through designated administrative channels or to designate another person to appear with them at any step in their appeal.

The following procedure is applicable to an individual unit member, group of unit members, or the Association:

1. Any unit member having a grievance shall discuss it first with his/her Principal in an attempt to resolve the matter.

2. If the matter is not resolved to the satisfaction of the unit member, he/she shall set forth the complaint in writing to the Principal within five school days. The Principal shall communicate the decision to the unit member in writing within five school days of the complaint.

3. The unit member may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing and must set forth the grounds on which the grievance is based. The Superintendent shall request a report on the grievance from the building Principal, shall confer with the concerned parties and, upon request, the unit member or principal separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten school days. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the unit member and his/her building Principal.

4. If the grievance is not resolved to the unit member's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the President

of the Board of Education. The Board shall review the grievance, hold a hearing with the concerned parties, if requested, and render a decision in writing to the unit member, the Principal, and the Superintendent within thirty calendar days.

5. If the grievance is not resolved to the satisfaction of the unit member following the procedure as set forth herein, the unit member shall have the right to exercise any and all rights he/she may have under any applicable statute or administrative regulations of the State of New Jersey. The exercise of the within grievance procedure shall not be deemed a waiver of any other rights which the employee may have pursuant to any statute or administrative regulation.

Article IV

Personal Illness

1. All Teacher Assistants shall be entitled to ten (10) days of sick leave paid at each person's standard daily rate, for personal illness during the school year. The number of sick leave days not used by any unit member during a school year, shall be added to the individual person's accumulated sick leave.

2. The Board of Education may, in addition to the paid sick leave provisions for personal illness described in the above paragraph, give special consideration to exceptional cases involving extreme hardships, in accordance with law.

3. Any unit member returning to work after an authorized leave of absence for reasons other than personal illness shall be entitled to any sick leave accumulated prior to the leave.

4. The Board of Education may require any unit member claiming sick leave to file suitable medical evidence of disability with the Secretary of the Board before payment of any sick leave under revisions of this agreement.

5. When a unit member retires after ten (10) years of continuous service to this district, he/she shall receive a lump sum payment calculated according to the following schedule of value per accumulated sick leave days:

\$20.00 per day, not to exceed 120 days.

Article V

Work Year/Workday/Summer Work

1. Work Year

A. The in-school work year for unit members employed on a ten month basis shall be equal to the Teachers' work year.

2. Work Day

A. The work day shall consist of up to 7 hours, inclusive of a duty free lunch period.

B. Teacher Assistants shall come back for two (2) nights for parent/teacher conferences and staff meetings, without additional compensation.

3. Summer Work

Summer school positions and stipends shall be posted.

Article VI

Testing for Tuberculosis and Physical Examinations

1. All employees of the Board of Education shall be tested for tuberculosis infection as required by law. The cost of the test and subsequent X-ray, if necessary, shall be borne by the Board of Education. Employees may have these tests done by their family physician, in which case the cost shall be borne by the employee.

2. The Board of Education shall provide, an annual blood chemistry screening profile (SMAC Test). The cost of this test shall be borne by the Board of Education.

3. The Board of Education may require the individual examination at the Board's expense, of any employee whenever there is evidence of physical or mental illness. If the result of the examination indicates a communicable disease or mental abnormality, the employee shall be ineligible for further service until satisfactory proof of recovery is furnished.

Article VII

Payment of Tuition for Courses for Advanced Study

1. For those courses that have been approved by the Superintendent, the Board will reimburse the teacher assistant at the full current tuition rate established by the New Jersey State College tuition.

2. To qualify for reimbursement the Teacher Assistant must complete and submit to the superintendent the appropriate form accompanied by a record of payment and proof of successful completion of the course.

3. The Superintendent may approve courses if a person can show that the completion of the course will enhance his/her competence in the person's field of specialization or in any other reasonable assignments within the District.

4. A grade of at least a "B" or equivalent shall determine successful completion of the course.

5. Not more than 3 credits per employee during one fiscal year will be approved for reimbursement.

6. The Board of Education shall allocate a total sum of \$2,500 for each school year 1995-97 as a cap for tuition reimbursement.

Article VIII

Reimbursement of Teacher Assistants Expenses

The Board will reimburse the persons for expenses incurred in the pursuit of school business. Any unit member anticipating such expense shall first get approval from the administrator. A voucher listing these expenditures shall be submitted to the Board Secretary for payment by the first of each month. The Board will reimburse the person for mileage driven in his or her own car for school purposes at the rate determined by the I.R.S. to be proper for tax free reimbursement.

Article IX

Paid Absences for Personal or Professional Purpose

1. The Superintendent may recommend or grant requests of unit members to attend local conferences and workshops and to visit other schools when such attendance or visitation will directly benefit the Mendham Borough Schools.

2. Unit members shall be granted two (2) personal/family illness days annually, without reason, as approved by the Superintendent, the unused portion of which shall be accumulated as sick leave. One additional personal day will be granted, with reasons, upon the approval of the Superintendent, with reasons limited to religious holidays or business that must be conducted during school hours. If this additional day is not used it will roll over into accumulated sick leave. Personal days are defined as business which cannot be conducted during after school hours.

3. If the Board, after January 15 of any given year during the term of this Agreement, changes scheduled vacation dates because of emergency closings, a member who has made every effort and is unable to change a non-refundable financial commitment for said vacation dates shall be permitted with Board approval to use personal days to complete his/her original vacation plans. The cost for any additional days required to complete vacation plans will be deducted at the employee's regular hourly rate.

Article X

Maternity/Adoption Leave

All benefits granted pursuant to this Article shall be in accord with the Family Leave Act entitlements set forth in N.J.S.A. 34:11B-1 et seq. and the rules pertaining thereto.

Article XI

Extended Leave of Absence

The Board of Education shall review requests for extended leaves of absence and approve or disapprove same on a case-by-case basis.

Article XII

Association Rights

1. Indemnification and Save Harmless Provision

If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The representation fee will be for the current school year and will not be retroactive. This fee shall be the maximum allowed by law.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

A. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

B. Exception

It is expressly understood that Paragraph A above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of the Board's imperfect execution of the obligations imposed upon it by this Article.

C. The Association shall maintain a "demand and return" system consistent with the law.

Article XIII

Board Rights

1. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey and of the United States, including all decisional law and Rules and Regulations of the State Department of Education and Commissioner of Education of the of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities. Such rights include but are not limited to:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their school assignments.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment and to promote and transfer all such employees.

2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article XIV

Negotiations

The Board and the Association agree to begin negotiations for a successor agreement no later than March 1 prior to the expiration of this Agreement.

Article XV

Duration of Agreement

This Agreement shall be effective during the school year 1995-96 and 1996-97, commencing July 1, 1995 and terminating on June 30, 1997.

Article XVI

Reproduction of Agreement

1. Copies of the Agreement shall be provided to the Association within a reasonable amount of time, with the cost borne by the Board of Education.

2. A copy of the Agreement shall be presented to all unit members now employed by the Board, but in no case shall the number of copies required exceed twenty-five (25).

IN WITNESS WHEREOF the parties, subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Mendham, New Jersey on this 26th day of February, 1996.

MENDHAM BOROUGH ASSISTANT
TEACHER ASSOCIATION

By: 

President

By: 

Secretary

MENDHAM BOROUGH BOARD OF
EDUCATION

By: 

President

By: 

Secretary